

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF EAGAR

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF EAGAR, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE:

WHEREAS, the TOWN is empowered by A.R.S. Section 48-572 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall consist of the operation and maintenance of traffic signals and highway lighting at the following location(s):

Jct SR 260 and Spur 260 (Main Street)

NO. <u>12247</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>7-17-87</u>
<u>[Signature]</u> Secretary of State

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NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN, shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1988, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that the list of location(s) set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

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5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1987, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that the list of location(s) set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

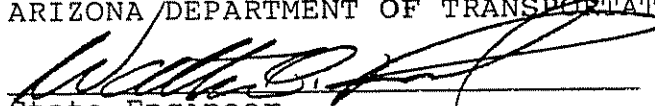
9. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

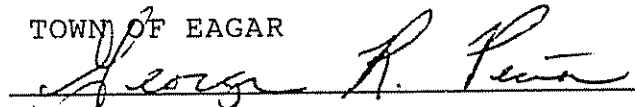

State Engineer

DATE:

6-26-87

TOWN OF EAGAR

BY:




TITLE:

Mayor

DATE:

June 2, 1987

ATTEST:


Town Clerk

Date: June 2, 1987

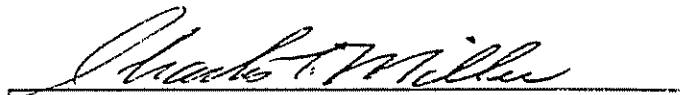
TOWN OF EAGAR

Maintenance - Traffic Signals

Jct SR 260 & Spur 260 (Main Street) MP 396.12

RESOLUTION

BE IT RESOLVED ON THIS 4th day of May, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division enter into a Maintenance Intergovernmental Agreement with the Town of Eagar for the maintenance of traffic signals and highway lighting on State routes within the Town of Eagar. Therefore, authorization is hereby given to draft said Agreement which upon completion shall be submitted for approval and execution by the State Engineer.



CHARLES L. MILLER, Director
ARIZONA DEPARTMENT OF TRANSPORTATION



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR87-1656, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14 day of July, 1987.

ROBERT R. CORBIN
Attorney General

Joe Acosta Jr.
Assistant Attorney General
Transportation Division